

City of Plano

1/9/2008 3:54:04 PM PAGE 2/002 Fax Server



January 9, 2007

Facsimile: 972-550-8907

DataProse, Inc.
Lokie Perez
6012 W. Campus Circle, Suite 260
Irving, TX 75063

RE: Contract No. C138-03 **UTILITY BILL PRINTING AND MAILING SERVICES**
Vendor Number: 448660
Contract Renewal Date: 03/01/08 to 03/01/09

Dear Mr. Perez :

The City of Plano has decided to renew the above referenced contract. It is understood all terms and conditions will be held firm during the contract period. Using departments will order on an "as needed" basis utilizing "Contract Release Orders" (CRO's). Please note the invoice must reference the City of Plano CRO number.

Please acknowledge receipt of this letter and return the signed letter to the Purchasing Division within seven days. If you wish you may fax to (972) 461-6836 attention Sharron Mason.

Signature

Date

Name (Print)

The City appreciates your excellent service and looks forward to a continued successful business relationship with your firm. If you have any further questions, please contact the Purchasing Division at (972) 941-7247.

Sincerely,

Sharron Mason

Sharron Mason, Buyer
City of Plano - Purchasing Division

CONTRACT BY AND BETWEEN
CITY OF PLANO AND DATAPROSE, INC. FOR UTILITY BILL PRINTING
AND MAILING SERVICES BID NO. C138-03

THIS CONTRACT is made and entered into by and between **DATAPROSE, INC.**, a California corporation, whose address is 6012 W. Campus Circle, Suite 260, Irving, TX 75063, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City", to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

I.
SCOPE OF WORK

Contractor shall provide all labor, supervision, materials and equipment necessary for providing utility bill printing and mailing services to the Customer and Utility Services Department of the City of Plano, Texas. These products and services shall be provided in accordance with the terms and conditions of the City's Bid Specifications for Utility Bill Printing and Mailing Services, Solicitation No. C138-03, a copy of which is attached hereto and incorporated herein as Exhibit "A", and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B." The Contract consists of this written agreement and the following items which are on file with the City's Purchasing Department and which are incorporated herein by reference:

- (a) Contract by and between the City of Plano and DataProse, Inc.
- (b) The Bid Specifications for utility bill printing and mailing services (Exhibit "A");
- (c) The Contractor's Bid (Exhibit "B").

In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

II.
TERM OF CONTRACT

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have

the right and option to extend the term hereof by four additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than sixty (60) days prior to the expiration of the initial term.

III. WARRANTY

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A"**.

IV. PAYMENT

This is a requirements contract, Contractor shall invoice City for products and services provided, on a unit cost basis, in accordance with the prices quoted in Contractor's bid attached hereto and incorporated herein as **Exhibit "B"**. The prices quoted in Contractor's Bid, attached herein as **Exhibit "B"** shall remain fixed for the duration of this Agreement. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by

Contractor pursuant to paragraph VII. INDEMNIFICATION and paragraph VIII. COMPLIANCE WITH APPLICABLE LAWS set forth herein.

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

**VII.
INDEMNIFICATION**

Contractor shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all claims, damages, injuries (including death), property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from Contractor's performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and shall indemnify and save harmless City against any claim related to or arising from the violation of any such laws,

ordinances and regulations whether by Contractor, its employees, officers, agents, subcontractors, or representatives. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.
ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

**XI.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

XIII.
AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

XIV.
SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XV.
TERMINATION

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

XVI.
ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XVII.
CONTRACT INTERPRETATION

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XVIII.
SUCCESSORS AND ASSIGNS**

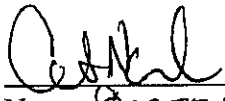
This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XIX.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

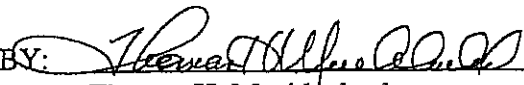
DATAPROSE, INC., a California Corporation

BY: 
Name: CORTNEY NELSON
Title: C.M.

Date: 2/20/04

CITY OF PLANO, TEXAS

Date: 2/1/04

BY: 
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM


Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF Dallas)

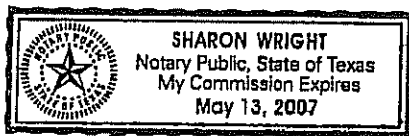
This instrument was acknowledged before me on the 20th day of February, 2004 by Curtis Nelson, General Manager of DATAPROSE, INC., a California corporation, on behalf of said corporation.



Helen Vandaveer
Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 15th day of MARCH, 2004 by THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



Sharon Wright
Notary Public in and for the
State of Texas

DataProse



SOLICITATION NO. C138-03

UTILITY BILL PRINTING AND MAILING SERVICES

DOCUMENTS ARE DUE PRIOR TO:

Oct 16, 2003 3:00:00 PM CDT

NO LATE BIDS WILL BE ACCEPTED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

DOCUMENTS MAY BE DELIVERED TO:

CITY OF PLANO PURCHASING DIVISION

1520 AVENUE K

SUITE 370 THIRD FLOOR

PLANO, TX 75074

DOCUMENTS MAY BE MAILED TO:

CITY OF PLANO PURCHASING DIVISION

P.O. BOX 860358

PLANO, TX 75086-0358

Bids will be publicly opened and read in the office of the Purchasing Manager. If mailed or delivered in person, write the bid number on the envelope in the lower left corner. Time Critical Bid/Proposal Deliveries: The City of Plano can not guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either in person or via an alternate delivery method.

EXHIBIT B
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DataProse

GENERAL CONDITIONS OF BIDDING
ELECTRONIC AND/OR PAPER BASED BIDS

1. **REQUIRED INFORMATION:** CITY OF PLANO BID PACKETS CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. THE BID FORM SECTION OF THE BID PACKET MUST BE COMPLETED PRIOR TO THE DATE AND TIME SET FOR BID OPENING AND INCLUDED WITH THE BID PACKET OR THE VENDOR WILL BE FOUND NON-RESPONSIVE. VENDORS MAY BE REQUIRED TO COMPLETE AND SUPPLY ALL INFORMATION CONTAINED IN THE "SUPPLEMENTAL INFORMATION" PORTION OF THE PACKET AT A DATE AFTER BID OPENING. FAILURE TO COMPLETE "SUPPLEMENTAL INFORMATION" REQUIREMENTS IN A TIMELY MANNER, PRIOR TO COUNCIL AWARD, MAY BE USED BY THE CITY IN DETERMINING A VENDOR'S RESPONSIBILITY.
2. **INSTRUCTIONS:** THESE INSTRUCTIONS APPLY TO ALL QUOTATIONS AND BECOME A PART OF TERMS AND CONDITIONS OF ANY BID PACKET SUBMITTED.
3. **THESE GENERAL CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCT OR SERVICES THAT EXCEED \$25,000.00 IN COST.**
4. **ERROR-QUANTITY:** BID PRICE MUST BE SUBMITTED ON UNITS OF QUANTITY SPECIFIED, EXTEND, AND TOTAL SHOWN. IN THE EVENT OF DISCREPANCIES IN EXTENSIONS, THE UNIT PRICE SHALL GOVERN.
5. **MAKE-MODEL:** PLEASE QUOTE AS LISTED OR GIVE EQUAL. IF ITEM OFFERED IS OTHER THAN AS INDICATED, BIDDER MUST STATE MAKE, MODEL, AND PART NUMBER OF PRODUCT QUOTED. EQUALITY WILL BE DETERMINED BY THE SPECIFICATIONS.
6. **SPLIT AWARD:** THE CITY OF PLANO RESERVES THE RIGHT TO AWARD A SEPARATE CONTRACT TO SEPARATE VENDORS FOR EACH ITEM/GROUP OR TO AWARD ONE CONTRACT FOR THE ENTIRE BID.

ALTERNATE AWARD: THE CITY OF PLANO RESERVES THE RIGHT TO AWARD A VENDOR'S BID AS AN "ALTERNATE AWARD". THE ALTERNATE VENDOR'S BID SHALL REMAIN IN EFFECT FOR THE TERM OF THE AWARDED CONTRACT. SHOULD THE PRIMARY VENDOR BECOME UNABLE OR UNWILLING TO COMPLETE THE CONTRACT TERM, THE ALTERNATE VENDOR WILL BE NOTIFIED IN WRITING OF THEIR OFFICIAL CONTRACT AND START DATE. ALL TERMS AND CONDITIONS OF THE ORIGINAL BID WILL REMAIN IN EFFECT.
7. **PRICING:** BID PRICE(S) QUOTED MUST BE HELD FIRM FOR NINETY(90) DAYS TO ALLOW FOR EVALUATION UNLESS OTHERWISE STATED IN THIS DOCUMENT.
8. **F.O.B/DAMAGE:** QUOTATIONS SHALL BE BID F.O.B DELIVERED, MUNICIPAL FACILITY, PLANO, TX, AND SHALL INCLUDE ALL DELIVERY AND PACKAGING COSTS. THE CITY OF PLANO ASSUMES NO LIABILITY FOR GOODS DELIVERED IN DAMAGED OR UNACCEPTABLE CONDITION. THE SUCCESSFUL BIDDER SHALL HANDLE ALL CLAIMS WITH CARRIERS, AND IN CASE OF DAMAGED GOODS, SHALL SHIP REPLACEMENT GOODS IMMEDIATELY UPON NOTIFICATION BY THE CITY OF DAMAGE.
9. **INVOICES:** INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER IN DUPLICATE TO THE CITY OF PLANO, ACCOUNTING DEPARTMENT, P.O. BOX 860279, PLANO, TX, 75086-0279.
10. **PAYMENT TERMS:** PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS BID PACKET.
11. **TAXES:** THE CITY OF PLANO IS EXEMPT FROM FEDERAL MANUFACTURER'S EXCISE AND STATE SALES TAX. **TAX MUST NOT BE INCLUDED IN BID.** TAX EXEMPTION CERTIFICATES WILL BE EXECUTED BY THE CITY AND FURNISHED UPON REQUEST.
12. **SPECIFICATION-SAMPLES:** ANY CATALOG, BRAND NAMES, OR MANUFACTURER'S REFERENCE IN THIS BID PACKET IS DESCRIPTIVE AND NOT RESTRICTIVE, AND IS USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED FOR COMPARISON PURPOSES UNLESS OTHERWISE NOTED. BIDS ON BRANDS OF LIKE NATURE AND QUALITY MAY BE CONSIDERED UNLESS SPECIFICALLY EXCLUDED. SAMPLES, IF REQUIRED, SHALL BE FURNISHED FREE OF EXPENSE TO THE CITY.

SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

14. **DELIVERY PROMISE - PENALTIES:** QUOTATIONS **MUST** SHOW THE NUMBER OF CALENDAR DAYS REQUIRED TO PLACE THE MATERIALS IN THE POSSESSION OF THE CITY. **DO NOT** QUOTE SHIPPING DATES. WHEN DELIVERY DELAY CAN BE FORESEEN, THE BIDDER SHALL GIVE PRIOR NOTICE TO THE PURCHASING DIVISION, WHO SHALL HAVE THE RIGHT TO EXTEND THE DELIVERY DATE IF REASONS FOR DELAY APPEAR ACCEPTABLE. DEFAULT IN PROMISED DELIVERY, WITHOUT ACCEPTABLE REASONS, OF FAILURE TO MEET SPECIFICATIONS, AUTHORIZES THE PURCHASING DIVISION TO PURCHASE GOODS ELSEWHERE, AND CHARGE ANY INCREASE IN COST AND HANDLING TO THE DEFAULTING BIDDER.
15. **PACKAGING:** UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.
16. **CORRESPONDENCE:** THE NUMBER OF THIS BID PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THIS QUOTATION.
17. **DELIVERY TIMES:** DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY MUNICIPAL FACILITY.
18. **PATENT RIGHTS:** THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED
19. **EVALUATION:** THE CITY OF PLANO WILL AWARD ALL BIDS TO THE "LOWEST RESPONSIBLE BIDDER" UNLESS THE SPECIFICATION CALLS FOR ANOTHER EVALUATION METHOD TO BE USED.
20. **FUNDING:** THE CITY OF PLANO IS A HOME-RULE MUNICIPAL CORPORATION OPERATED AND FUNDED ON AN OCTOBER 1 TO SEPTEMBER 30 BASIS; ACCORDINGLY, THE CITY RESERVES THE RIGHT TO TERMINATE, WITHOUT LIABILITY TO THE CITY, ANY CONTRACT FOR WHICH FUNDING IS NOT AVAILABLE.
21. **ASSIGNMENT:** THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.
22. **INTERLOCAL AGREEMENT:** SUCCESSFUL BIDDER AGREES TO EXTEND PRICES AND TERMS TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF PLANO.
23. **AUDIT:** THE CITY OF PLANO RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE YEARS THEREAFTER.
24. **INSURANCE:** THE CITY REQUIRES VENDER(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS.
25. **PROTESTS:** ALL PROTESTS REGARDING THE BID SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE PURCHASING MANAGER WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF BID NOTICES, DEADLINES, BID OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS.

THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS BID. PROTESTS RELATING TO STAFF RECOMMENDATIONS MAY BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW PRIOR TO CONSIDERATION BY THE CITY COUNCIL.
26. **WITHDRAWAL OF BIDS:** A BID PRICE MAY NOT BE WITHDRAWN OR CANCELED BY THE BIDDER FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE DESIGNATED FOR THE RECEIPT OF BIDS WITHOUT WRITTEN APPROVAL OF PURCHASING MANAGER, AND BIDDER SO AGREES UPON SUBMITTAL OF BID.
27. **CHANGE ORDERS:** NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE

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RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF PLANO.

28. **ADDENDA:** ANY INTERPRETATIONS, CORRECTIONS OR CHANGES TO THIS BID PACKET WILL BE MADE BY ADDENDA. SOLE ISSUING AUTHORITY SHALL BE VESTED IN THE CITY OF PLANO PURCHASING DIVISION. ADDENDA WILL BE SENT TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS BID PACKET. IF THE ADDENDA CONTAINS CHANGES TO THE "SPECIFICATION" OR "BID FORM", BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA OR THEY WILL BE DECLARED NON-RESPONSIVE.
29. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF PLANO MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:
- A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;
 - B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;
 - C. HAVE SATISFACTORY RECORD OF PERFORMANCE;
 - D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;
 - E. BE OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD;
30. **CONTRACTOR SHALL** RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.
- IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.
31. **TERMINATION FOR DEFAULT:** THE CITY OF PLANO RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.
32. **TESTING:** TESTING MAY BE PERFORMED AT THE REQUEST OF THE CITY OR ANY PARTICIPATING ENTITY, BY AN AGENT SO DESIGNATED, WITHOUT EXPENSE TO THE CITY.
33. **REMEDIES:** THE SUCCESSFUL BIDDER AND THE CITY OF PLANO AGREE THAT EACH PARTY HAVE RIGHTS, DUTIES, AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE AND ANY OTHER AVAILABLE REMEDY, WHETHER IN LAW OR EQUITY.

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34. **VENUE:** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUCTED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN COLLIN COUNTY, TEXAS.
35. **SILENCE OF SPECIFICATION:** THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.
36. **NO PROHIBITED INTEREST:** BIDDER ACKNOWLEDGES AND REPRESENTS THAT THEY ARE AWARE OF THE LAWS, CITY CHARTER, AND CITY CODE OF CONDUCT REGARDING CONFLICTS OF INTEREST. THE CITY CHARTER STATES THAT "NO OFFICER OF EMPLOYEE OF THE CITY SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN ANY CONTRACT WITH THE CITY, NOR SHALL BE FINANCIALLY INTERESTED, DIRECTLY OR INDIRECTLY, IN THE SALE TO THE CITY OF ANY LAND, OR RIGHTS OR INTEREST IN ANY LAND, MATERIALS, SUPPLIES OR SERVICE.....".
37. **NO BID:** IF BIDDER DOES NOT WISH TO BID AT THIS TIME BUT WISHES TO REMAIN OF THE BID LIST FOR THIS PRODUCT/SERVICE, PLEASE SUBMIT A "NO BID" BY THE SAME TIME AND AT SAME LOCATION AS STATED FOR BIDDING.
38. **PREPARATION COST:** THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY BIDS OR MATERIALS SUBMITTED IN RESPONSE TO ANY BID, QUOTATION, OR BID.
39. **MINOR DEFECT:** THE CITY RESERVES THE RIGHT TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY BID. THE CITY MAY ALSO REJECT ANY OR ALL BIDS WITHOUT CAUSE PRIOR TO AWARD.
40. **BID OPENINGS:** ALL BIDS SUBMITTED WILL BE READ AT THE CITY'S REGULARLY SCHEDULED BID OPENING FOR THE DESIGNATED PROJECT. HOWEVER, THE READING OF A BID AT BID OPENING SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.
THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.
41. **RECYCLED/RECYCLABLE PRODUCTS PROCUREMENT POLICY:** IT IS THE POLICY OF THE CITY OF PLANO THAT WHENEVER PRACTICAL, PRODUCTS SHOULD BE PURCHASED WHICH CONTAIN THE HIGHEST PERCENTAGE OF POST-CONSUMER RECOVERED MATERIAL AVAILABLE IN THE MARKETPLACE AND/OR THE HIGHEST PERCENTAGE OF PRE-CONSUMER RECOVERED MATERIAL AVAILABLE IN THE MARKETPLACE. FOR A COMPLETE COPY OF THE RECYCLED/RECYCLABLE PRODUCTS PROCUREMENT POLICY", CONTACT THE PURCHASING DIVISION.
42. **NON-RESIDENT BIDDERS:** TEXAS GOVERNMENT CODE, CHAPTER 2252: NON-RESIDENT BIDDERS. TEXAS LAW PROHIBITS CITIES AND GOVERNMENTAL UNITS FROM AWARDED CONTRACTS TO A NON-RESIDENT UNLESS THE AMOUNT OF SUCH BID IS LOWER THAN THE LOWEST BID BY A TEXAS RESIDENT BY THE AMOUNT A TEXAS RESIDENT WOULD BE REQUIRED TO UNDERBID IN THE NON-RESIDENT BIDDERS STATE.
43. **TRANSACTION FEES:** BEGINNING DECEMBER 1, 2002, THE CITY OF PLANO WILL USE RFPDEPOT TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. RESPONDING VENDORS AGREE TO PAY TO RFPDEPOT A TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT (2% ON AGGREGATED BIDS) OF ALL CONTRACTS FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR UNLESS STATED OTHERWISE IN THE BID DOCUMENT. TO ASSURE THAT ALL VENDORS ARE TREATED EQUALLY, THE FEE WILL BE PAYABLE WHETHER THE BID/PROPOSAL IS SUBMITTED ELECTRONICALLY, OR BY PAPER MEANS. REFER TO WWW.RFPDEPOT.COM FOR FURTHER INFORMATION.

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GENERAL CONDITIONS OF BIDDING
ADDITIONAL INSTRUCTIONS FOR PAPER BIDS ONLY

1. **BID SUMMARY SHEET:** BIDDERS DESIRING A COPY OF THE BID PRICE SUMMARY SHEET MAY REQUEST SAME BY ENCLOSING A SELF-ADDRESSED STAMPED ENVELOPE WITH BID.
RESULTS WILL NOT BE GIVEN BY TELEPHONE. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT (972) 941-7557.
2. **LATE BIDS:** BID PACKETS RECEIVED IN THE PURCHASING DIVISION AFTER SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE CITY OF PLANO IS NOT RESPONSIBLE FOR THE LATENESS OF MAIL CARRIER, WEATHER CONDITIONS, ETC.
3. **ALTERING BIDS:** BID PRICES CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION ALTERATION OR ERASURE MADE BEFORE OPENING TIME MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY.
4. **PRESENTATION OF BIDS:** COMPLETE BID PACKETS MUST BE PRESENTED TO THE PURCHASING DIVISION IN A SEALED ENVELOPE.

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SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

- Is the company a 1. Sole Proprietorship ☐ Yes ☒ No
2. General Partnership ☐ Yes ☒ No
3. Limited Partnership ☐ Yes ☒ No
4. Corporation ☒ Yes ☐ No
5. Other ☐ Yes ☒ No

If the company is a sole proprietorship, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a general partnership, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a limited partnership, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

In the case of a limited partnership (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? ☐ Yes ☐ No

In the case of a limited partnership (foreign or domestic), is its general partner(s) registered with the Secretary of State of the State of Texas and authorized to do business in this State? ☐ Yes ☐ No

If the company is a corporation, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

DataProse, Inc.
Incorporated in the state of California
1451 N. Rice Ave
Oxnard, CA 93030
Ventura County

Glenn Carter, President

In the case of a corporation (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? ☒ Yes ☐ No

If the company is a limited liability company, please list the exact name of the limited liability company, whether it is a limited liability company formed under the laws of the State of Texas or another state, the business address for the limited liability company, including the state and county, and list the names of all the members/managers for the limited liability company:

In the case of a limited liability company (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? ☐ Yes ☐ No

In the case of a limited liability company (foreign or domestic), is its member(s)/manager(s) (if not an individual) registered with the Secretary of State of the State of Texas and authorized to do business in this State? ☐ Yes ☐ No

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If the company is another entity not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

In the case of another entity (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State? ☐ Yes ☐ No

Please provide a list of names and capacity of all individuals who are authorized to execute contracts or documents on behalf of your organization:

Is the company a minority, or woman-owned business enterprise?

☐ Yes ☐ No If yes, specify: ☐ MBE ☐ WBE

Has the company been certified as a minority/woman-owned business by any governmental agency? ☐ Yes ☒ No

If yes, specify the governmental agency:

Date of certification:

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Total Price: \$149,460.12



	Unit Price	Qty	Price	Attch.	Docs	Offer	Notes	My Notes
1. DATA PROCESSING, SIMPLEX, 2-COLOR LASER IMAGING	\$6,375.00	12	\$76,500.00					
2. ADDITIONAL IMAGES	\$2,625.00	12	\$31,500.00					
3. HAND INSERTING OF MULTIPLES	\$120.00	12	\$1,440.00					
4. TRANSMISSION DAILY OF DATA FILES	\$0.01	12	\$0.12					
5. COURIER SERVICE	\$60.00	12	\$720.00					
6. ENVELOPE, PRE-PRINTED NO. 10 STD. WINDOW, 1/0	\$1,350.00	12	\$16,200.00					
7. ENVELOPE, PRE-PRINTED NO. 9 BRE, PLAIN, 1/0	\$1,050.00	12	\$12,600.00					
8. ENVELOPE, WINDOW, 9 X 12 CATALOG	\$60.00	12	\$720.00					
9. INTERNET PDF IMAGE ACCESS	\$750.00	12	\$9,000.00					
10. ELECTRONIC BILL IMAGE FILE FOR ARCHIVE PURPOSES	\$65.00	12	\$780.00					

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BILLING SOLUTIONS

Smarter Statements (®) Better Results

C138-03-01 1. Data Processing, Simplex, 2-Color Laser Imaging

Overview

8.5 X 11 WHITE BOND PAPER, WITH PERF AT 3.5 INCHES FROM BOTTOM, FOLD, INSERT, SELECTIVELY INSERT, PROCESS, PRESORT, CASS CERTIFY AND DELIVER TO USPS (DOES NOT INCLUDE ENVELOPE COSTS).

Unit Price | \$0.085

Volume per Month | 75,000

Cost per Month | \$6,375

Volume per Year | 900,000

Cost per Year | \$76,500



BILLING SOLUTIONS

Smarter Statements @ Better Results

C138-03-02 2. Additional Images¹

Overview	Additional Images
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Unit Price	\$0.035
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Volume per Month	75,000
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Cost per Month	\$2,625
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Volume per Year	900,000
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Cost per Year	\$31,500
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¹ Currently the City of Plano only uses additional impressions approximately 1-3 times annually. However, the bid specification indicated a total of 75,000 additional impressions per month. If additional impressions remain as it is today, you can simply add the \$0.035 unit price by 75,000 x the number of months that the City of Plano utilizes additional impressions.

C138-03-03 3. Hand Inserting of Multiples

Overview | Hand Inserting of Multiples

Unit Price | \$0.15

Volume per Month | 800

Cost per Month | \$120

Volume per Year | 9,600

Cost per Year | \$1,440

C138-03-04 4. Transmission of Daily Files

Overview | Transmission of Daily Files

Unit Price | \$0

Volume per Month | 20

Cost per Month | \$0

Volume per Year | 260

Cost per Year | \$0

C138-03-05 5. Courier Service

Overview | Courier Service

Unit Price | \$15

Volume per Month | 4

Cost per Month | \$60

Volume per Year | 48

Cost per Year | \$720

C138-03-06 6. Envelope, Pre-Printed No. 10 Std. Window, 1/0

Overview | Envelope, Pre-Printed No. 10 Std. Window, 1/0

Unit Price | \$0.018

Volume per Month | 75,000

Cost per Month | \$1,350

Volume per Year | 900,000

Cost per Year | \$16,200

C138-03-07 7. Envelope, Pre-Printed No. 9 BRE, Plain, 1/0

Overview | Envelope, Pre-Printed No. 9 BRE, Plain, 1/0

Unit Price | \$0.014

Volume per Month | 75,000

Cost per Month | \$1,050

Volume per Year | 900,000

Cost per Year | \$12,600

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C138-03-08 8. Envelope, Window, 9x12 Catalog

Overview | Envelope, Window, 9x12 Catalog

Unit Price | \$0.075

Volume per Month | 800

Cost per Month | \$60

Volume per Year | 9,600

Cost per Year | \$720

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BILLING SOLUTIONS

Smarter Statements © Better Results

C138-03-09 9. Internet PDF Image Access

Overview | Internet PDF Image Access

Unit Price | \$0.01

Volume per Month | 75,000

Cost per Month | \$750

Volume per Year | 900,000

Cost per Year | \$9,000

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C138-03-10 10. Electronic Bill Image File for Archive Purposes

Overview | Electronic Bill Image File for Archive Purposes

Unit Price | \$65

Volume per Month | 1

Cost per Month | \$65

Volume per Year | 12

Cost per Year | \$780

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MONTHLY PRICE WORK SHEET

The calculated monthly prices in the monthly price column below should be entered in the monthly cost column of the Summary Bid Form, which will calculate the total annual cost.

Item	Service/product	Monthly Volume	Unit Price	per unit	Monthly Price
1	Data processing, simplex, 2-color laser Imaging, 8.5x11 White bond paper, with perf at 3.5 inches from bottom, fold, insert, selectively insert, process, presort, CASS certify, and deliver to USPS. (Does not include envelope costs)	75,000	85.00	1,000	6375.00
2	Additional images	75,000	35.00	1,000	2625.00
3	Hand Inserting of multiples	800	0.15	piece	120.00
4	Transmission daily of data files	20	0	day	0
5	Courier service	4	15.00	event	60.00
6	Preprinted #10 Std. Window Envelope, 1/0	75,000	18.00	1,000	1350.00
7	Preprinted #9 BRE Envelope, plain, 1/0	75,000	14.00	1,000	1050.00
8	9X12 Catalog, window envelope (merging)	800	75.00	1,000	60.00
9	Internet PDF image and access	75,000	10.00	1,000	750.00
10	Electronic bill image file for archive purposes (CD) (PDF)	1	65.00	file	65.00

* Start up cost and any additional costs not covered above should be listed on the Start Up And Any Additional Costs Work Sheet.

Custom programming charge per hour for informational purposes only: \$125.00.

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START UP AND ANY OTHER COSTS WORK SHEET

One time setup fee of \$1,400.

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CLIENT INFORMATION AND WORK HISTORY

1. CLIENT NAME: City of Frisco
CONTACT NAME: Neil Lang
PHONE NUMBER: (972) 335-1695
2. CLIENT NAME: City of McKinney
CONTACT NAME: Rosie Flores
PHONE NUMBER: (972) 547-7548
3. CLIENT NAME: City of Lewisville
CONTACT NAME: Clifford Howard
PHONE NUMBER: (972) 219-3422

4. WORK HISTORY AS SPECIFIED IN THE BID DOCUMENT:

Co-founded in 1990 by Xerox veteran Glenn Carter and Kinko's founder Paul Orfalea, DataProse helps over one hundred municipalities through improved billing statements and back office support services. DataProse delivers services through its two divisions; DataProse Billing Solutions® and DataProse Direct®. With core competencies in the effective use of data, database management and cost effective print technology, DataProse provides integrated turn-key solutions from planning through full-scale implementation. DataProse delivers highly flexible, cost-effective solutions from state-of-the-art high-speed, color laser production facilities in Oxnard, California and Dallas, Texas.

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IMPLEMENTATION TIME LINE WORK SHEET

Days required for implementation from date of contract signing 0Days

DataProse is currently producing utility bills for the City of Plano. Therefore, there will be no implementation time or delay in service.

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Vendor Acknowledgement Page

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your bid/proposal to be considered:

Company Name: **DataProse**

Address of Principal Place of Business:

6012 W Campus Circle, Suite 260

Irving, TX 75063

Phone of Principal Place of Business: **972-871-4443**

Fax of Principal Place of Business: **972-550-8907**

Address, Phone/Fax Number of Majority Owner Principal Place of Business:

1451 North Rice Avenue

Oxnard, CA 93030

E-mail Address of Representative: **lperez@dataprose.com**

Authorized Representative Name: **Lokie Perez**

Authorized Representative Title: **Account Executive**

Date: **10-15-2003**

Acknowledgement of Addenda: #1 ☒ #2 ☒ #3 ☒ #4 ☒ #5 ☒

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AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor DataProse

By: Lokie Perez

Title: Account Executive

Date: 10-15-2003

EXHIBIT B
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AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

[Signature]
Name of Contractor

By: [Signature]
(Signature)

Curtis Nelson
(Print Name)

C.M.
(Title)

Date: 2/20/04

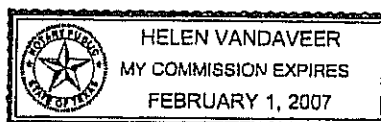
STATE OF TEXAS

COUNTY OF Dallas

Notary Public

SUBSCRIBED AND SWORN TO before me this 20th day of February, 2004

[Signature]
Notary Public, State of Texas



N: NOINTRST

EXHIBIT C
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